

A.G. Contract No. KR97 0930TRN  
ADOT ECS File: JPA 97-57  
Project: HX052 01C  
Section: SR-260 @ Blue Ridge School

INTERGOVERNMENTAL AGREEMENT  
AMONG  
THE STATE OF ARIZONA  
AND  
THE TOWN OF PINETOP-LAKESIDE  
AND  
THE BLUE RIDGE SCHOOL DISTRICT # 32

THIS AGREEMENT is entered into 6 AUGUST, 1997  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the  
"State" ) and the Town of Pinetop-Lakeside, acting by and through its Mayor and Town Council, ( the  
"Town" ), and the Blue Ridge School District #32 acting by and through it's School Board (the  
"School").

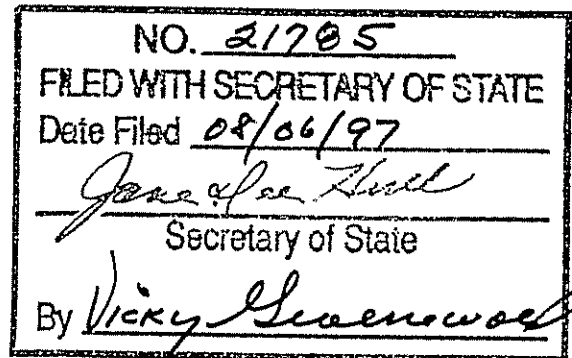
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the TOWN.

3. The School is empowered by Arizona Revised Statutes Section \_\_\_\_\_ to enter into this agreement and has by resolution of the School Board, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the School.

4. The State, the School and the Town desire to participate in the design, construction, maintenance and operation of a new warranted traffic signal at the intersection of SR-260 at the entrance to the Blue Ridge School Complex in the Town, at an estimated cost of \$120,000.00, hereinafter referred to as the Project.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. At no cost to the School or the Town, provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate School and Town review comments as appropriate.

b. Be responsible for two thirds of the cost of the Project construction cost, in an amount currently estimated at \$90,000.00. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Pay the School \$90,000.00 within 30 days after receipt and approval of an invoice, as the State's two thirds share of the Project.

d. Upon completion and acceptance of the Project by the School on behalf of the parties hereto, provide maintenance to the signal, except for any emergency vehicle preemption equipment.

2. The School will:

a. Review the Project design documents and provide comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the State and the Town on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the School.

c. Be responsible for one half of the remaining one third cost of the Project, in an amount currently estimated at \$15,000.00, and for any contractor claims for extra compensation attributable to the School.

d. Upon completion, approve and accept the Project on behalf of the parties hereto.

3. The Town will:

a. Review the Project design documents and provide comments.

b. Pay the School for one half of the remaining one third cost of the Project, in an amount currently estimated at \$15,000.00, and be responsible for any contractor claims for extra compensation attributable to the Town.

c. Upon completion and acceptance of the signal Project by the School, provide electrical energy to operate the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon written notice to the other parties.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E, Room 222  
Phoenix, AZ 85007

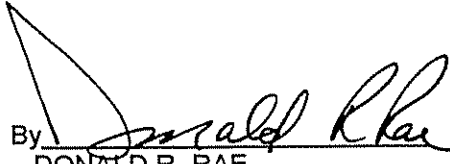
Blue Ridge School District No. 32  
Superintendent  
1200 West White Mountain blvd.  
Lakeside, AZ 85929

Town of Pinetop-Lakeside  
Town Manager  
1360 N. Niels Hansen Lane  
Pinetop-Lakeside, AZ 85929

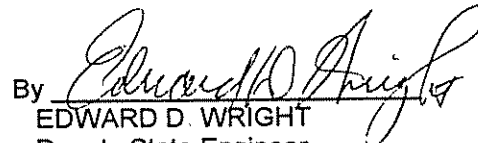
7. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**TOWN OF PINETOP-LAKESIDE**

By   
DONALD R. RAE  
Mayor

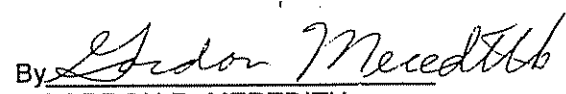
**STATE OF ARIZONA**  
Department of Transportation

By   
EDWARD D. WRIGHT  
Deputy State Engineer

**ATTEST**

By   
LESLEE WESSEL  
Town Clerk


**BLUE RIDE SCHOOL DISTRICT No. 32**

By   
GORDON R. MEREDITH  
Superintendent

RESOLUTION

BE IT RESOLVED on this 8th day of May 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Pinetop-Lakeside and the Blue Ridge School District #32 for the purpose of defining responsibilities for the design, construction and maintenance of a new warranted traffic signal on SR-260 at the entrance to the Blue Ridge School Complex in the Town.

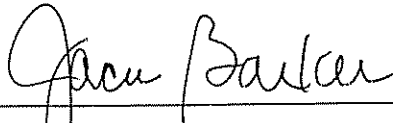
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

APPROVAL OF THE PINETOP-LAKESIDE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PINETOP - LAKESIDE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 3rd day of June, 1997.

  
\_\_\_\_\_  
Town Attorney

JPA 97-57

DETERMINATION

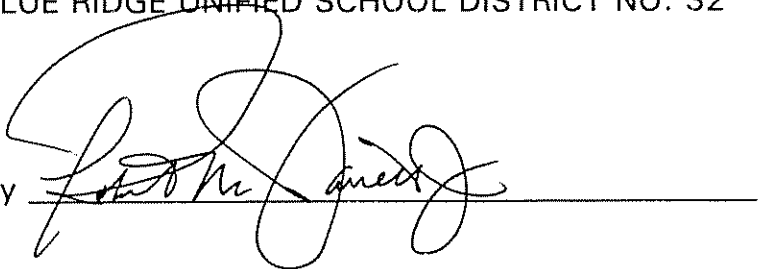
Arizona Contract No. JPA 97-57, which is an agreement between public agencies; to-wit: the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the BLUE RIDGE SCHOOL DISTRICT #32 has been reviewed by the undersigned for the District who has determined that it is in the proper form and within the powers and authority granted to the District.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 12th day of June, 1997.

BLUE RIDGE UNIFIED SCHOOL DISTRICT NO. 32

By

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be "John H. Green".

**RESOLUTION 97-441**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING INTERGOVERNMENTAL AGREEMENT, AG CONTRACT NO. KR97 0930TRN, ADOT ECS FILE: JPA 97-57, BETWEEN THE TOWN OF PINETOP-LAKESIDE, THE BLUE RIDGE UNIFIED SCHOOL DISTRICT #32, AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING SR-260 @ BLUE RIDGE SCHOOL TRAFFIC SIGNAL.**

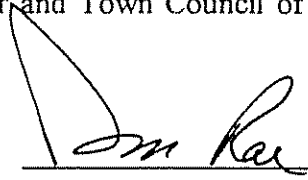
**WHEREAS**, the Town Council is authorized and empowered to enter into this agreement pursuant to A.R.S. Section 11-952 and A.R.S. Section 48-572, and

**WHEREAS**, the Town Council has reviewed and are in agreement with the terms of the Intergovernmental Agreement, and

**WHEREAS**, the purpose of this agreement is to enhance traffic safety in the Town of Pinetop-Lakeside in the vicinity of the Blue Ridge School District #32

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Town Council of the Town Pinetop-Lakeside, Arizona, that approval of Intergovernmental Agreement, AG Contract No. KR97 0930TRN, ADOT ECS File: JPA 97-57, between the Town of Pinetop-Lakeside, the Blue Ridge Unified School District #32, and the State of Arizona Department of Transportation regarding SR-260 @ Blue Ridge School Traffic Signal, is hereby granted

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, this 3rd day of June, 1997

  
Don Rae, Mayor

**ATTEST:**

  
Leslee M. Wessel, Town Clerk





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

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GRANT WOODS  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0930TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 30, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:cu/6732